

ADDENDUM #1 – (DTD 6/26/06) SEE CHANGE TO SECTION 3.3



NOTICE OF SOLICITATION

SERIAL 06055-S

**INVITATION FOR BID FOR: NEGATIVE AIR PRESSURE SYSTEMS: MAINTENANCE,
REPAIR, AND FILTER REPLACEMENT [NIGP 03104]**

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on JULY 11, 2006** for the furnishing of the following for Maricopa County bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 06055-S INVITATION FOR BID FOR NEGATIVE AIR PRESSURE SYSTEMS: MAINTENANCE, REPAIR, AND FILTER REPLACEMENT [NIGP 03104]."

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER

PROCUREMENT OFFICER

TELEPHONE: (602) 506-6476

THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 9:00 A.M., JUNE 22, 2006 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, LIBERTY ROOM, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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NO RESPONSE

Respondents not responding to this Invitation for Bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 06055-S"

Responses must be received **BY 2:00 P.M., JULY 11, 2006**. Respondents failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 06055-S

**TITLE: NEGATIVE AIR PRESSURE SYSTEMS:
 MAINTENANCE, REPAIR, AND FILTER
 REPLACEMENT [NIGP 03104]**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NOT SUBMITTING A BID:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR BID FOR: **NEGATIVE AIR PRESSURE SYSTEMS: MAINTENANCE,
REPAIR, AND FILTER REPLACEMENT [NIGP 03104]**

1.0 INTENT:

The intent of this solicitation is to obtain the services of a qualified contractor to maintain and repair negative air pressure and isolation room systems, and to provide replacement of filters associated with these systems for the Facilities Management Department (FMD) of Maricopa County.

Other sites utilizing negative pressure systems, isolation rooms, and other HVAC movement applications, may be added to this contract as necessary.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

2.0 TECHNICAL SPECIFICATIONS:

2.1 CONTRACTOR REQUIREMENTS:

Contractor shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to maintain, repair, and the replacement of filters for the negative pressure areas of current and future buildings.

2.2 SERVICE HOURS - EXPLANATION:

REGULAR SERVICE shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning.

WEEKENDS & HOLIDAYS shall be work performed Saturday, Sunday, or during any County holiday.

2.3 RESPONSE TIMES:

Response time to all *REGULAR* service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

SUNDAY AND HOLIDAY request shall have a four (4) hour response time.

2.4 EQUIPMENT PREVENTIVE MAINTENANCE (PM) REQUIREMENTS:

2.4.1 Preventative Maintenance Of The Systems:

2.4.1.1 The Contractor shall be responsible in providing preventative maintenance on the system, whether negative pressure or isolation system. Pricing for such is line itemed in Attachment A, PRICING.

2.4.1.2 All scheduled services must be pre-authorized:

All work shall be preauthorized with the Regional Maintenance Supervisor of FMD prior to Contractor initiating work. This shall ensure the occupants of the building are notified, and to ensure negative pressure is not compromised in the rooms the system serves. The Contractor is NOT to simply show up and perform the scheduled maintenance. The Contractor runs the risk of non-payment of work should any work be performed without pre-approval from the FMD Regional Maintenance Supervisor.

- 2.4.2 Pricing – PM Labor All Inclusive:
Preventative Maintenance pricing shall be all-inclusive – based on the PM punch list minimum requirements established herein. If during a PM the Contractor encounters repairs that are needed and are not on the PM punch list, approval must be obtained from the FMD Regional Maintenance Supervisor. All Time and Materials (T&M) work shall be invoiced separately from PM work.

The T&M labor rate shall be that which is bid in the original contract document. Materials purchased may be taxed at the prevailing tax rate. All T&M work shall be itemized and not lump sum priced.

- 2.4.3 Certified Sensor Testing And Air Balance:
The County shall schedule a sensor testing and air balance of the system with another contractor specifically trained and certified for such work.

The Contractor assigned to this contract must provide all effort necessary to work in partnership, not only with the County, but also with the contractor responsible for the sensor testing and air balance of the system. The County shall coordinate all such activities with both contractors. Once a schedule is established, each must provide their element of professionalism in carrying out this commitment.

- 2.4.4 MCSO - Lower Buckeye Jail System Overview – Equipment PM:

*MCSO – Lower Buckeye Jail [1961]
3250 W. Lower Buckeye Rd.
Phoenix, AZ.*

- 2.4.4.1 The system is comprised of six (6) sections:

- (a) The negative air exhaust system
- (b) Isolation negative air exhaust system
- (c) Exhaust air duct dampers
- (d) Infirmary room air sensors
- (e) Supply air handler
- (f) Supply air VAV boxes

- 2.4.4.2 The negative air rooms (1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, 15, 17, 18, 19), receives its negative pressure via the exhaust air system, comprised of a 7.5 HP motor and produces 5675 cfm through Air Handler EXH-1-5, pulling air through the filter bank. The filter bank incorporates magnehelic meters to determine air loss across the filters, and shall be maintained by the Contractor.

- 2.4.4.3 The isolation negative air room (10, 12, 14, 16, plus 2 anti-rooms) receives its negative pressure via the exhaust air system EF-16. This system is comprised of a 1.5 HP 2550 rpm motor and produces 1600 cfm's. Important note: This shall be upgraded at a later date to incorporate additional filters and magnehelic metering. Pricing to be adjusted.

- 2.4.4.4 The exhaust air duct utilizes an adjustable damper that balances the air volume as each negative pressure room door is opened and closed. These dampers are controlled by room sensors (TSI Pres Sura). The VAV boxes are secured in a fixed position to provide a specific measure of airflow (cfm) into the rooms.

- 2.4.4.5 In the infirmary room, air sensors monitor airflow and throttle the exhaust air damper accordingly. A keypad controller is located at the doorway of each room. The purpose of these keypads is to provide operational parameters for the negative air dampers, and provide real-time data regarding room pressure.

2.4.4.6 The supply air handler provides conditioned air via a cooling coil system. It is located on the roof of another section of the building, a distance away from the exhaust air handler. The AHU is powered by a 15 HP, 480V motor and produces 5750 cfm.

2.4.4.7 Filter Locations (See also §2.6 for schedule and requirements):

Location of filters: Roof

Pre-filters—to be replaced every month

6 each 24x24x2 (30/30)

EXH-I-5 HEPA filters—to be replaced every quarter

6 each 24x24x6 (RF) (65%)

EXH-I-5 HEPA filters—to be replaced annually

6 each 24x24x11.5 (RF) (99.9%) BAG SET REQUIRED

AHU-I-2 HEPA filters – to be replaced every month

2 each 12x24x1 (65%)

2 each 12x24x2 (65%)

2 each 24x24x1 (65%)

2 each 24x24x2 (65%)

AHU-I-2 HEPA filters – to be replaced annually

2 each 12x24x12 high capacity metal box (99.97%)

2 each 24x24x12 high capacity metal box (99.97%)

CONTACT: Bob Mitchell 602-725-4664

2.4.4.8 PM's For Lower Buckeye Jail--

(a) 1961 Supply Air Handler Unit, ID #I-2 --- Annual PM

Minimum requirements:

Check with Duty Plant Operator (506-3310) for deficiencies
Check controls, unit, hot/cold valve operation
Check for unusual noise or vibration
Clean coils, pan, blower, drain piping, and VFD
Lubricate shaft and motor bearings
Check belt wear, tension, alignment – replace if needed
Inspect piping & valves for leaks, tight if needed
Check operation of dampers, clean dampers, and lube pivot points
Clean area around equipment and clean all grease fittings
Check motor efficiency rating (85%)

(b) 1961 Supply Air Handler Unit, ID #I-2 --- Quarterly PM

Minimum requirements:

Check with Duty Plant Operator (506-3310) for any known deficiencies
Check controls, unit, hot/cold valve operation
Check for unusual noise or vibration
Lubricate blower shaft and motor bearings
Check belt wear, tension, alignment – replace only if needed
Inspect piping & valves for leaks, tight if needed
Clean area around equipment and clean all grease fittings
Check motor efficiency rating (85%)

(c) 1961 Supply Air Handler Unit, ID #I-2 --- Semi-Annual PM (in addition to 2nd quarter PM)

Minimum requirements:

Check with Duty Plant Operator (506-3310) for any known deficiencies
Check controls, unit, hot/cold valve operation
Check for unusual noise or vibration
Lubricate blower shaft and motor bearings
Check belt wear, tension, alignment – replace if needed
Inspect piping & valves for leaks, tight if needed

Clean area around equipment and clean all grease fittings
Check motor efficiency rating (85%)
Remove access panel, clean coils and internal areas
Check coils and piping for leaks or damage
Replace belt if not replaced at last PM
Secure all panels and guards
Check unit operation
Clean area

(d) 1961 Exhaust Fan, ID #EXHI-5 --- Quarterly PM

Minimum requirements:

Remove access panel
Check operation
Check and adjust belt, replace if necessary
Grease/oil all bearings
Secure access panel

(e) 1961 VFD Unit, ID #EXHI-5, Annual PM

Minimum requirements:

Command off equipment (Contact Duty Plant Operator 506-3310)
Wait until unit comes to a complete stop
Shut off power to unit
Check all electrical connections and tight lugs
Using dry canned air, blow off all circuit boards
Vacuum internal side of cabinet
Re-energize unit
Reset VFD
Command motor to low milliamp signal (Call Duty Plant Operator at 506-3310)
Start motor and inspect operation

2.4.5 MCSO – Property And Evidence System Overview – Equipment PM:

*MCSO – Property & Evidence [1910]
3465 W. Lower Buckeye Rd.
Phoenix, AZ*

2.4.5.1 The system is comprised of one room for air drying forensic evidence:

- (a) One (1) A/C split, indoor coil.
- (b) One (1) A/C split, outdoor coil
- (c) 230V, 1-phase

2.4.5.2 Filter Locations (See also §2.6 for schedule and requirements):

Location of filters: Repair bay

A/C fan coil – to be replaced every month

1 each 20x25x1 (standard A/C filter)

Pre-filters—to be replaced--

2 each 24x24x4 (65%) semi-annually

2 each 24x24x12 (gas phase adsorber) (60% activity) annually

HEPA filters—to be replaced annually

2 each 24x24x12 (high capacity extended service mini-pleat, box style, metal cell)

CONTACT: Rhys Williams 602-506-5919

2.4.5.3 PM's For Property & Evidence--

(a) 1910 AC Unit, Semi-Annual PM

Minimum requirements:

Check with duty plant operator for deficiencies (506-3310)
Check unit for proper operation
Pressure wash ID/OD coils and fans with coil cleaner
Check & clean electrical components, tighten connections
Inspect fan blade for imbalance , adjust if needed
Check belt(s) condition, tension and alignment
Inspect piping & valves for leaks, repair if necessary
Check refrigerant pressure, add if needed
Clean area around equipment

2.4.6 MCSO – Fourth Avenue Jail System Overview – Equipment PM:

MCSO – Fourth Avenue Jail [3316]

201 S. 4th Ave.

Phoenix, AZ.

2.4.6.1 The system is comprised of two (2) isolation rooms. They share building air from Air Handler Unit #B-2. Negative air pressure is accomplished by one (1) exhaust fan controlled by the Emergency Management and Control System via a VFD.

- (a) One 14" exhaust duct w/ dampers and smoke detectors
- (b) Exhaust filter cabinet, 850 cfm
- (c) The back draft damper
- (d) Exhaust fan, 1300 cfm, 2 hp, 480 volt 3-phase
- (e) One variable frequency drive, ABB, 2 hp
- (f) Emergency Management and Control System (EMCS)
- (g) EMCS provides monitoring, annunciation, and control of the equipment system operation

2.4.6.2 Filter Locations (See also §2.6 for schedule and requirements):

Location of filters: Basement, Room B-37, Filter Cabinet

Pre-filters—to be replaced monthly

1 each 24x24x2 (30%)

HEPA filters—to be replaced every quarter

1 each 24x24x12 (high capacity extended service mini-pleat, box style, metal cell) (99.9%) BAG SET REQUIRED

CONTACT: John Hamlet 602-506-4992

2.4.6.3 PM's For 4th Ave. Jail--

(a) 3316 Exhaust Fan IHEF-1, Semi-Annual PM

Minimum requirements:

Check with duty plant operator for deficiencies (506-3310)
Belt – adjust, align, replace if needed
Grease/oil all bearings
Secure all panels/grills/guards
Report any repair issues to duty plant operator

(a) 3316 VFD, Annual PM

Minimum requirements:

Command off exhaust fan (IHEF-1)
Wait until motor comes to complete stop
Shut off power to VFD
Check all electrical connections and tighten lugs
Using dry air, blow off all circuit boards

Vacuum internal of cabinet
Engage power to VFD
Reset VFD
Command motor on
Start system and inspect operation
Confirm proper operation w/ duty plant operator @ 506-3310

2.4.7 Public Health Department System Overview – Equipment PM:

*Public Health [3846]
1645 E. Roosevelt St.
Phoenix, AZ*

2.4.7.1 The system consists of two (2) isolation rooms. They receive building air from Air Handler Unit #3. Negative air pressure is accomplished by one (1) in-line ceiling exhaust fan. Manual operation of a 30-minute timer at either room causes exhaust fan #12 to operate and associated damper to open.

- (h) One exhaust in-line ceiling fan
- (i) 200 cfm, 1525 rpm, ¼ hp 460V 3-phase

2.4.7.2 Filter Locations:
No Filters for this system

2.4.7.3 PM's For Public Health—
Contact: Lydell Black 602-506-6327

(a) 3846 Exhaust Fan, Semi-Annual PM
Minimum requirements:

Check operation
Check/adjust belt, replace if needed
Grease/oil bearings
Inspect fan assembly for wear or damage
Verify associated damper operation
Clean electrical components, tighten connections
Test and verify voltage and amp draw
Inspect/secure all panels/grills/guards etc.

2.4.8 Forensic Science System Overview – Equipment PM:

*Forensic Science Center [3320]
701 W. Jefferson St.
Phoenix, AZ*

2.4.8.1 The system includes one (1) decomposition room. This room receives shared house-air from AHU #1 via a VFD unit. Negative air pressure is accomplished by the operation of a roof mounted Exhaust Fan #3. The exhaust fan is started and stopped through digital output to the exhaust fan starter via a VFD by the Emergency Management and Control System (EMCS). The EMCS monitors fan status and issues an alarm on fan failure.

- (a) One exhaust fan, services 1st floor admitting, observation, exams, dental, and decomp room
- (b) Fan 25,000 cfm, 25 hp 480V 3-phase
- (c) VFD unit

2.4.8.2 Filter Locations (See also §2.6 for schedule and requirements):

Location of filters: Special Procedure Room, LL

Pre-filters—to be replaced every month

3 each 24x24x4 carbon (APIII)

HEPA filters—to be replaced every quarter

36 each HEPA 24x24x1 gas phase carbon filled pleated

CONTACT: Lydell Black 602-506-6327

(a) 3320 Exhaust Fan, Semi-Annual PM

Minimum requirements:

Check operation
Check/adjust belt, replace if needed
Grease/oil bearings
Inspect fan assembly for wear or damage
Clean electrical components, tighten connections
Test and verify voltage and amp draw
Inspect/secure all panels/grills/guards etc.

2.5 REPAIRS TO ANCILLARY COMPONENTS OF THE SYSTEMS:

The Contractor shall be responsible for repairs to all ancillary components of the negative pressure/isolation room systems. These services shall be billable as time and materials, with the exception of major repairs/replacement, which shall be, project driven.

2.6 FILTER REPLACEMENT SPECIFICATIONS – ALL SITES:

2.6.1 Pricing – Filter Replacement:

Pricing to include all labor, materials, supervision, equipment, transportation, taxes, freight charges, bag sets, filters, and all expendables necessary in fulfilling the requirements of this service.

2.6.2 Equipment Shutdown:

Shutting down of the equipment is not allowable. The Contractor shall replace filters while the system is running.

2.6.3 Assessment Of Used Filters:

The Contractor's staff shall assess the used filter media to ensure that moisture is not present. If found – follow established OSHA guidelines regarding HAZMAT situations and report this to the FMD Regional Maintenance Supervisor immediately.

2.6.4 Filter Racks:

All filter racks shall be cleaned and wiped down during every filter change. The rack shall be inspected for any damage or needed repairs. If found to need repairs, the Contractor shall report such to the FMD Regional Maintenance Supervisor.

2.6.5 Filter Disposal:

The contractor shall be responsible for the disposal of filters, and not disposed into County trash bins. As the filters are not considered biological, infectious, or hazardous waste, they can be disposed of in the normal waste stream with precautions taken by the Contractor's technical staff.

2.6.6 Bag Sets:

Bag sets shall be required where indicated. Filters shall be placed into bags at the point of origin, and disposed of as stated in §2.6.5

2.6.7 Filter Set Backup:

The Contractor shall be required to keep, either in his inventory or at the site, a complete set of filters for each site. This to ensure, should an emergency change-out request arise, the filters are readily available.

2.6.8 Scheduling:

- (a) All filters must be placed on a schedule as follows—
Pre-filters shall be replaced every 30-days
HEPA filters shall be replaced quarterly or as requested by FMD.
- (b) There may be times when the filters shall require change-out in between schedules. The Contractor shall be notified and shall schedule a change-out as follows:
 - For the Lower Buckeye Jail – within 2 hours after notice from FMD
 - For other sites -- within twenty-four (24) hours, after notice from FMDNon-Scheduled change-outs are priced in Attachment A, PRICING.

2.7 USE OF COUNTY TOOLS OR EQUIPMENT:

The Contractor shall not utilize any County tools or equipment to perform the services listed herein.

2.8 PROJECT WORK AND TIME AND MATERIALS:

2.8.1 Project Work:

- (a) Project work shall mean work performed as major retrofits or major repairs to the systems. This is not time and materials work. The contractor assigned to this contract shall meet with the FMD Regional Maintenance Supervisor to ascertain what retrofit or major repair needs to be performed. As such, the Contractor shall submit a written scope of work, with a firm-fixed project price. If determined the price quote is fair and reasonable, award shall be initiated. The Contractor's project quote sheet shall not have terms and conditions or a signature requirement. All terms and conditions are those established under this contract. If project is awarded, the purchase order issued shall serve as acceptance of work by the Contractor.
- (b) The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department and pre-approved by the Materials Management Department procurement officer.
- (c) Once submitted, project quotes may shall not be corrected or withdrawn.
- (d) The submitted project price quote shall be all-inclusive. One price to perform the entire project. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

- (e) Dependant on the complexity/nature of the project, a predetermined and/or pre-identified site meeting may be held to ensure the Contractor is aware of important issues regarding the project.
- (f) The Contractor shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING, or another scope of work.
- (g) Any applicable taxes imposed shall be included in the project quote. Taxes are NOT to be a separate line item.
- (h) The Contractor's project quote sheet shall contain the following information:
 - (I) The contract serial number and name;
 - (II) Name and address of site;
 - (III) FMD site number;
 - (IV) Detailed scope of work,
 - (V) Line item for project cost,
 - (VI) Other pertinent information,
- (I) Project Pricing Ceiling Limits:
Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Materials Management Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.
- (J) After receipt of Contractor's project quote, a quote mistake based on error in judgment may not be corrected or withdrawn.

2.8.2 Time and Materials:

This contract may also be used for time and materials work (under \$5,000.00) and priced per hour as bid in Attachment A, PRICING. All time and materials shall be itemized on the invoice and not lump sum pricing.

Sales taxes shall be imposed on the materials only, as the labor rate bid has taxes calculated into them (See §2.14).

2.9 COMPLIANCE WITH FEDERAL, STATE AND LOCAL SAFETY AND BUILDING CODE REGULATIONS:

- 2.9.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.
- 2.9.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site. Not only for the Contractor's employees, but also County employees and the public.
- 2.9.3 If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Facilities Management Department. Continued non-compliance shall result in termination.

2.10 TERMINATION FOR DEFAULT

Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

2.11 INVOICING:

2.11.1 All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor.

Invoicing for T&M and PM work must include:

Purchase order number (If used);

Terms as bid;

Contract serial number;

Job site name and address w/ FMD site number;

Description of work performed;

Itemized parts description and quantities;

Price of parts;

Total labor hours;

Labor charges as bid;

Applicable sales tax on parts only;

Grand total of invoice.

2.11.2 Invoicing for project work must contain:

Contract serial number;

Purchase order number (If used);

Terms as bid;

Description of work performed;

Location of job site and FMD site number;

Project cost as quoted;

Grand total of invoice.

Attached to the invoice must be the project quote sheet and all change orders.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.12 REQUIRED BACKGROUND CHECKS:

A background check shall be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The County shall incur the cost of this service.

2.13 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.14 QUALITY AND ACCEPTABILITY OF WORK:

The Facilities Management Department or his authorized representative shall decide all questions, which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues will be addressed to the FMD Contract Administrator, in writing. All correspondence must reference the contract serial number and name.

2.15 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract ~~expiration~~ **Anniversary** date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision, which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476

Technical telephone inquiries shall be addressed to:

Steve Varscsak, Contract Administrator, FMD 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.14 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.15 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

- 3.15.1 Two copies of the following:
 - 3.15.1.1 Attachment A - Pricing
 - 3.15.1.2 Attachments B - Agreement Page (with original signatures)
 - 3.15.1.3 Attachment C - References
 - 3.15.1.5 Signed ADDENDA Face Page of Solicitation (if applicable)
 - 3.15.1.6 Any other Required Submittals
- 3.15.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.16 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. **Bids submitted without this number may be deemed non-responsive and not considered for award.**

3.17 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.17.1 Compliance with specifications
- 3.17.2 Price
- 3.17.3 Determination of responsibility
- 3.17.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

3.18 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

ATTACHMENT A

PRICING

SERIAL: 06055-S

PRICING SHEET: **S076901 / B0604909 / NIGP 03104**

BIDDER NAME:

VENDOR #:

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 DAYS NET 30

1% 10 DAYS NET 30

2% 30 DAYS NET 31

1% 30 DAYS NET 31

5% 30 DAYS NET 31

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: ____ %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

NEWSPAPER ADVERTISEMENT

MARICOPA COUNTY WEB SITE

PRE-SOLICITATION NOTICE

OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON A CD FORMATTED IN EXCEL '97 OR HIGHER. NO BIDS WILL BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR BID SUBMITTAL. ANY BID NOT CONTAINING THE REQUIRED CD WILL BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD

ATTACHMENT A

PRICING

1.0 PRICING:

Per specifications, pricing for PM's on negative pressure/isolation room systems and filter replacement:
(See filter requirement detail in specifications)

MCSO - Lower Buckeye Jail [1961]

3250 W. Lower Buckeye Rd.

Phoenix, AZ

PM's

1.1	Supply Air Handler, Unit I-2	\$	/ Annual PM
1.2	Supply Air Handler, Unit I-2	\$	/ Quarterly PM
1.3	Supply Air Handler, Unit I-2	\$	/ Semi-annual PM (in addition to 2nd quarter PM)
1.4	Exhaust Fan, Unit EXH-I-5	\$	/ Quarterly PM
1.5	VFD Unit EXH-I-5	\$	/ Annual PM

Filter Replacement

1.6	Pre-Filters	\$	/ Monthly	/6 ea 24x24x2 (30/30)
1.7	EXH-I-5 HEPA filters	\$	/ Quarterly	/6 ea 24x24x6 RF (65%)
1.8	EXH-I-5 HEPA filters (bag set req.)	\$	/ Annually	/6 ea 24x24x11.5 RF (99.9%)
1.9	AHU-I-2 HEPA filters	\$	/ Monthly	/2 each 12x24x1 (65%) /2 ea 12x24x2 (65%) /2 each 24x24x1 (65%) /2 ea 24x24x2 (65%)

1.10	Non-Scheduled, Pre & HEPA	\$	/ Per Occurrence
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MCSO - Property & Evidence [1910]

3465 W. Lower Buckeye Rd.

Phoenix, AZ

PM

1.11	A/C Unit	\$	/ Semi-annual PM
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Filter Replacement

1.12	Filter, AC Fan Coil	\$	/ Monthly	/1 each 20x25x1 (standard)
1.13	Pre-Filters	\$	/ Semi-annually	/2 ea 24x24x4 (65%)
1.14	Pre-Filters		/ Annually	/2 ea 24x24x12 GPA (60%)
1.15	HEPA Filters	\$	/ Annually	/2 ea 24x24x12 (hi-cap)(99.9%)
1.16	Non-Scheduled Pre & HEPA	\$	/ Per Occurrence	(exclude fan coil)

MCSO - Fourth Avenue Jail [3316]

201 S. 4th Ave.

Phoenix, AZ

PM

1.17	Exhaust Fan, IHEF-1	\$	/ Semi-annual PM
1.18	VFD	\$	/ Annual PM

Filter Replacement

1.19	Pre-Filters	\$	/ Monthly	/1 ea 24x24x2 (30%)
1.20	HEPA Filters (bag set req.)	\$	/ Quarterly	/1 ea 24x24x12 (hi-cap)(99.9%)
1.21	Non-Scheduled Pre & HEPA	\$	/ Per Occurrence	

Public Health [3846]

1645 E. Roosevelt

Phoenix, AZ

PM

ATTACHMENT A

PRICING

1.22 Exhaust Fan \$ _____ / Semi-annual PM

No filters this location

Forensic Science [3320]

701 W. Jefferson St.

Phoenix, AZ

PM

1.23 Exhaust Fan \$ _____ / Semi-annual PM

Filter Replacement

1.24 Pre-Filters \$ _____ / Monthly /3 ea 24x24x4 carbon (APIII)

1.25 HEPA Filters \$ _____ / Quarterly /36 ea 24x24x1 GPC

1.26 Non-Scheduled Pre & HEPA \$ _____ / Per Occurrence

OTHER:

Labor, General Repairs Not Covered Under PM Program--

1.27 During Business Hours: \$ _____ / per hr.

1.28 After Hours: \$ _____ / per hr.

1.29 Weekends & Holidays: \$ _____ / per hr.

1.30 Materials, parts, components, not covered under the PM program or filter change-outs,
cost plus: _____ / percent

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 RESPONDENT SUBMITTING PROPOSAL

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 DEPUTY MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.